

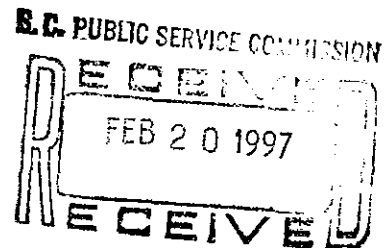
INTEREXCHANGE SERVICES TARIFF

Concord Telephone Long Distance Co.
South Carolina

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EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in
rate or regulation
- (Z) - To signify a correction



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CHECK SHEET

Pages of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes that are in effect on the date hereof.

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4	7	Original			
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4	10	Original			
4	11	Original			
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1. GENERAL

1.1 Definitions

Certain terms used throughout this Tariff are defined as follows:

- 1.1.1 Application for Service
A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Carrier to provide the Service as required.
- 1.1.2 Authorization Code
A numerical code, one or more of which may be assigned to a Customer to enable the Carrier to identify the origin of the user or individual users or groups of users on one account so that the Carrier may rate and bill the call.
- 1.1.3 Carrier
Concord Telephone Long Distance Co., unless the context indicates otherwise.
- 1.1.4 Commission
South Carolina Public Service Commission
- 1.1.5 Customer
Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity which utilizes the Services provided by the Carrier on a subscription basis. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Carrier's Tariff.
- 1.1.6 Customer Provided Equipment
Terminal Equipment or facilities provided by persons other than the Carrier and connected to the Carrier's Services and/or facilities.
- 1.1.7 Dialed Access
An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Carrier.
- 1.1.8 Local Exchange Carrier (LEC)
A telephone company which furnishes local exchange services.
- 1.1.9 Measured Usage Charge
A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Carrier's facilities.
- 1.1.10 Message Telecommunications Service (MTS)
A measured, duration and distance sensitive switched service.
- 1.1.11 Premises
The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.
- 1.1.12 Service
The offerings by the Carrier to the Customer under this Tariff.

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1. GENERAL (continued)

1.1 Definitions (continued)

1.1.13 Burst Rate

The upper bandwidth limit the Permanent Virtual Circuit is allowed to send data through the FRS network. The burst rate is limited by the actual physical port access speed.

1.1.14 Committed Information Rate (CIR)

The CIR represents the base-level bandwidth the Permanent Virtual Circuit is allowed to send data through the network.

1.1.15 Customer Premises

The geographic location designated by the customer at which an access component of the customer's service is first considered to enter the Frame Relay Network.

1.1.16 Data Link Connection Identifier (DLCI)

The address information contained in the Frame Relay header which conveys to the network how an individual frame should be routed. The DLCI essentially defines to which customer end point a particular frame should be sent.

1.1.17 Frame

A sequence of contiguous bits delimited by beginning and ending flag sequences.

1.1.18 Frame Relay Access Line (FRAL)

Frame Relay Access Line provides access to the Frame Relay Service (FRS) Network, connecting customer facilities at the Network Interface with a corresponding Frame Relay Port.

1.1.19 Frame Relay Port

For Frame Relay Service, the physical entry points for Permanent Virtual Circuits (PVCs). Ports include the electronic equipment used in connecting these service elements to the Frame Relay Network, and enable customers designated transmission speeds of between 56 Kbps to 1.544 Mbps.

1.1.20 Frame Relay Service (FRS)

A fast packet network service that permits the transmission of data at speeds of 56 Kbps to 1.544 Mbps using Permanent Virtual Circuits (PVCs).

1.1.21 Local Area Network (LAN)

A network permitting the interconnection and intercommunication of a group of computers, primarily for the sharing of resources such as data storage devices and printers.

1.1.22 Logical Channel

A communications channel which allows two-way simultaneous transmission of sequenced data packets through the network. No circuit capability is preassigned to a logical channel. Capacity is made available as the data is transmitted. Each permanent virtual circuit is one logical channel.

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1. GENERAL (continued)

1.1 Definitions (continued)

1.1.23 Network Interface (NI)

The point at which a customer's data transmission first enters the network supporting Frame Relay Service. It is the point of interconnection between Carrier communications facilities and customer terminal equipment.

1.1.24 Permanent Virtual Circuit (PVC)

A Permanent Virtual Circuit (PVC) is a logical channel from one end user location to another end user location within the FRS Network. PVCs are provisioned on either 56 Kbps ports or 1.544 Mbps ports, depending on the customer's data networking requirements.

1.1.25 Protocol

A set of conditions for conducting interactions between two or more terminals, host or peripherals. These conditions consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

1.1.26 Statistical Multiplexing

A multiplexing technique in which timeslots are dynamically allocated on the basis of need rather than being predetermined. The data is typically transmitted on a first come, first served basis.

1.2 Application

1.2.1 This Tariff applies to all communication services between all points within the State of South Carolina furnished or made available by Concord Telephone Long Distance Co., hereinafter referred to as the "Carrier".

1.2.2 Basic 1+ dialing is offered in Equal Access exchange areas where the Carrier offers Feature Group D service to its customers. All other services available where facilities exist.

1.2.3 In Non-Equal Access exchange areas where the Carrier maintains Feature Group B access for its customers, an alternate dialing digit or digits will be used to access the Carrier. Exact dialing digit(s) will depend on availability of requested digit(s) by the Local Exchange Carrier providing access.

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2. REGULATIONS

2.1 Scope

- (A) Service is the furnishing of facilities for telecommunications between customers in different local service areas in accordance with the regulations and system of charges specified in this Tariff.
- (B) The Carrier's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable facilities without unreasonable expense and to provide for the installation and testing of those facilities required incidental to the furnishing and maintenance of the service. The duration of long distance calls may be limited due to facility shortages caused by emergency conditions.

2.2 Application for Service

- (A) The Carrier may require a customer to sign an application form furnished by the Carrier and to establish credit as provided in these regulations, as a condition precedent to the initial establishment of such service.
- (B) The Carrier may also require a signed authorization from a customer for additions to or changes in the existing service for such customer.
- (C) An application for service cancelled by the customer or the Carrier prior to the establishment of the service applied for is subject to the provisions of Section 2.4.

2.3 Interruption of Service

It shall be the obligation of the customer to notify the Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer or is not in customer provided wiring or equipment.

2.4 Liability

- (A) In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Carrier, and of the other uses for which facilities may be furnished him by the Carrier, and because of unavailability of errors incident to the services and to the use of such facilities of the Carrier, the services and facilities furnished by the Carrier are subject to the terms, conditions and limitation herein specified, and the Carrier assumes no liability except as specifically provided below.
- (B) The liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Carrier, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, or of the Carrier in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate fixed monthly recurring charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities occurs. The Carrier's liability shall not exceed \$500 per month per customer for any outage, omission, failure or other interruption of service.

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2. REGULATIONS (continued)

2.4 Liability (continued)

- (C) When suitable arrangements can be made, lines of other telecommunications companies may be used in conjunction with the Carrier's lines in establishing wire connections to points not reached by the Carrier's lines. In establishing connections with the lines of other companies, the Carrier will not be responsible or liable for any action of the other company.

Neither this Carrier nor any other company shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

- (D) The Carrier shall be indemnified and saved harmless by the customer or customers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Carrier, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Carrier.

2.5 Use

(A) Use of Service

The service is provided for use by the customer and may be used by others when so authorized by the customer providing that such use shall be subject to the provisions of this Tariff.

(B) Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- (1) The use of profane or obscene language.
- (2) The use of service or facilities of the Carrier to transmit a message, locate a person, or give or obtain information, without payment of the charge applicable for service.
- (3) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain long distance services, by rearranging, tampering with, or making connection with any facilities of the Carrier or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part of the regular charges for such service.
- (4) The use of service or facilities of the Carrier for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
- (5) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

(C) Unlawful Purpose

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

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2. REGULATIONS (continued)

2.6 Obligation of the Customer

The customer shall establish his/her identity in the course of any communication as often as may be necessary. The customer shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called location(s).

The customer is responsible for all calls placed by or through the customer's equipment by any person. The customer is responsible for the security and usage of all prepaid and calling card numbers, including calls placed via the customer's prepaid or calling card as a result of the customer's intentional or negligent disclosure of the authorization code.

2.7 Billing of Charges

(A) Charges will be billed monthly in arrears and are due upon receipt. Customer will be billed for all usage accrued beginning immediately upon access to the service. For the purposes of computing charges, a month is considered to consist of thirty (30) days.

(B) A late fee of one and one half percent (1.5%) will be applied to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This late charge will be made in lieu of any other penalty. Billings for 900 and 900-type charges or non-regulated items will be excluded from the balance on which a late charge may be imposed.

(C) The customer may be subject to a service charge for each check drawn on an account of the customer's which is dishonored when presented by the Carrier for payment. Any service charge will be in conformance with applicable state law.

2.8 Payment Arrangements

The customer is responsible for payment of all charges for service furnished, and payment is due on receipt of the bill. Payment for the Carrier's Prepaid Card Service is due in advance or upon receipt of the prepaid card.

(A) The customer shall submit payment for all charges by mail or to any agency authorized by the Carrier to receive such payment.

(B) If the bill is not paid within 15 calendar days following the mailing of the bill, the account will be considered delinquent.

2.9 Termination of Service for Cause

Subject to the conditions and exceptions contained in S.C. Code Ann. § 34-11-70 and R.103-622 through R.103-626, as amended, the Carrier or its Agent may discontinue the furnishing of service to a customer for nonpayment of any sum due the Carrier or for violation of any of the conditions governing the furnishing of service. Appropriate notice shall be given, as provided for in the Commission's Rules, and, where required, the customer shall be allowed a reasonable time in which to comply with the relevant rule or tariff condition before service is discontinued. Service will be terminated only on Monday through Thursday between the hours of 8:00 a.m. to 4:00 p.m., unless provisions have been made to have someone available to accept payment and reconnect service.

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2. REGULATIONS (continued)

2.10 Customer Service and Complaint Resolution

- (A) The Carrier will provide a toll-free customer service telephone number for customer use.
- (B) The Carrier will handle all customer complaints courteously and promptly. The Carrier will fully investigate and attempt to resolve customer complaints in a timely manner and in full compliance with all Commission rules and regulations. In addition, the Carrier will notify all customers making a complaint that the telephone utility is under the jurisdiction of the Commission and that the customer may wish to contact the Commission about the complaint.

2.11 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Carrier will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

2.12 Messages Placed by Hearing and/or Speech Impaired Persons

The regulations and rate discount set forth in (A) and (B) following apply to direct dialed messages placed by a hearing and/or speech impaired person who is incapable of verbal communication and who uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications over the message toll network.

(A) Regulations

The rate discount for all calls between TDD's is applicable for a residence, agency or business who meets the following requirements:

- (1) The person is certified to the Carrier as having a hearing or speech impairment that prevents voice communications and therefore qualifies for the rate discount.
- (2) This person must apply to the Carrier for the rate discount and designate only one telephone number associated with the telecommunications device.
- (3) Rates for certain calls are reduced for an agency or business who provides non-voice telecommunications equipment (TDD) solely for the use of hearing or speech impaired persons or persons who communicate with hearing or speech impaired persons.

(B) Rate Discount

A qualified call receives an additional 50% discount over applicable standard time of day or peak rates.

2.13 Promotional Discounts

The Carrier may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis. Such promotions will be filed with the Commission prior to implementation.

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3. SERVICE OFFERINGS

3.1 Basic Service

Basic Service is that of furnishing toll connections between two exchange access lines or access line equivalents.

3.1.1 Class of Calls, Service Charges, and Surcharges

Basic Service is offered on a Station-to-Station or Person-to-Person basis. The classes of calls are Dial Station-to-Station, Operator Station-to-Station, Customer Dialed Calling Card Station and Person-to-Person.

3.1.2 Timing of Calls

(A) Basic Service rates are quoted in terms of initial and additional minutes.

(1) The initial minute is the first minute or any fraction thereof after connection is made.

(2) The additional minute is each minute or any fraction thereof after the initial minute.

(B) The time of day at the calling party rate center determines whether day, evening, night, weekend, peak, or off peak rates apply.

3.1.3 Charge Determination

The rates and charges applicable at any given time are as specified in this Tariff and will be furnished as an informational filing to the Commission by the Carrier. Prior to the effective date of any changes in the rates and charges, the Carrier will furnish the Commission a new price list reflecting changed rates and charges.

(A) The charge for Basic Service is determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

(B) Rates shown in the following table are applicable to Intrastate long distance calling between all points within the State of South Carolina and are in addition to rates specified in 4.1.3 (A) following where appropriate. A surcharge applies to operator Station and Person-to-Person calls as specified in 4.1.3 (A) following in which the customer has the capability to dial the number, but has the operator dial instead.

Current Basic Rate Table for Basic Service						
Miles	Day		Evening		Night/Weekend	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
0-10	\$0.1500	\$0.1300	\$0.1300	\$0.1300	\$0.1200	\$0.1200
11-16	0.1700	0.1400	0.1400	0.1400	0.1300	0.1300
17-22	0.1800	0.1800	0.1600	0.1600	0.1300	0.1300
23-30	0.2200	0.2200	0.1700	0.1700	0.1500	0.1500
31-55	0.2400	0.2400	0.1800	0.1800	0.1600	0.1600
56-70	0.2700	0.2700	0.1900	0.1900	0.1800	0.1800
71-124	0.2900	0.2900	0.2100	0.2100	0.1900	0.1900
125+	0.2900	0.2900	0.2300	0.2300	0.2000	0.2000

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3. SERVICE OFFERINGS (continued)

3.1 Basic Service (continued)

3.1.3 Charge Determination (continued)

(C) Applicable Rate Periods

	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.
	8:00 AM						
	to						
	5:00 PM *						
	5:00 PM						
	to						
	11:00 PM *						
	11:00 PM						
	to						
	8:00 AM *						

* To, but not including

- (1) When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

If a calculation results in a fractional charge, the amount will be rounded up to the higher cent.

- (2) Discounts do not apply to add on service charges and surcharges for operator station, person or calling card charges.

- (3) The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

- New Year's Day January 1
- Independence Day July 4
- Labor Day -
- Thanksgiving Day -
- Christmas Day December 25

- (4) If a call begins in one discount period and ends in another, the initial period discount is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate for the rate period in which the beginning of each additional minute occurs.

- (D) The rates shown in the following table are the maximum applicable to Intrastate long distance calling between all points within the state of South Carolina. These maximum rates are not applicable to Operator Services (see 4.1.1(I)).

Maximum Rate Table for Basic Service						
Miles	Day		Evening		Night/Weekend	
	Initial Minute	Additional Minute	Initial Minute	Additional Minute	Initial Minute	Additional Minute
0-10	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
11-16	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
17-22	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
23-30	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
31-55	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
56-70	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
71-124	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000
125+	0.5000	0.5000	0.5000	0.5000	0.5000	0.5000

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3. SERVICE OFFERINGS (continued)

3.1 Basic Service (continued)

3.1.4 Determination of Airline Mileage

(A) Basic Service rates between points within the state of South Carolina (cities, towns, or localities) are based on the airline distance between rate centers. In general, each point is designated as a rate center; certain small towns or localities are assigned adjacent rate centers with which they are closely associated for communications purposes or by community of interest.

(B) Airline mileages are determined by using vertical and horizontal grid lines which have been established across the State of North Carolina. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. A four-digit vertical (V) and a four-digit horizontal (H) coordinate are computed for each rate center from its latitude and longitude location on a map. The intersection of the horizontal grid and the vertical grid identifies the V and H coordinates. The distance between any two rate centers is the airline mileage computed between their respective coordinate intersections, with fractional miles being rounded up to the next mile. The rates applicable to mileage bands are provided in section 3.1.3 (B) preceding.

(C) V and H coordinates for rate centers may be found in the National Exchange Carrier Association Tariff, F.C.C. No. 4.

(D) To determine the rate distance between any two rate centers proceed as follows:

- (1) Obtain the "V" and "H" coordinates for each rate center.
- (2) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates.

NOTE: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.

- (3) Divide each of the differences obtained in (2) by three, rounding each quotient to the nearest integer.
- (4) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in (3) by three and repeat step (4). Repeat this process until the sum of the squares obtained in (4) is less than 1778.
- (5) The number of successive divisions by three in steps (3) and (4) determines the value of "N". Multiply the final sum of the two squares obtained in step (4) by the multiplier specified in the following table for this value of "N" preceding:

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361
5	5,904.9	1,081

- (6) Obtain the square root of product in (5) and, with resulting fraction, round up to next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate mileage shown in (5) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

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3. SERVICE OFFERINGS (continued)

3.2 Personal 800 & 888 Service

3.2.1 General

(A) Personal 800 & 888 Service is a Wide Area Termination Service (WATS) allowing the originating party to place toll free Intrastate and/or Interstate Calls. The customer is assigned a ten digit "800", "888", or any other toll free number and all calls to this number are routed to the customer's predetermined local number.

(B) Each call is timed with a thirty second initial period and six second increments.

3.2.2 Rates and Charges

The fixed monthly rate following is billed in advance. There are no volume discounts applicable.

<u>Non-Recurring Charge</u>	<u>Monthly Service Charge</u>	<u>Rate per Minute</u>
\$10.00	\$2.00	\$.20

3.3 Residential Easy Save Service

3.3.1 General

(A) Residential Easy Save Service is a calling plan for customer dialed station-to-station intrastate long distance calls. This service is designed for residential customers.

3.3.2 Application of Charges

(A) Each call is quoted in terms of minutes. The initial minute is the first minute or any fraction thereof after connection is made. Additional minutes include each minute or any fraction thereof after the initial minute.

(B) The time of day at the calling party rate center determines whether Peak or Off Peak rates apply.

(C) When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

If a calculation results in a fractional charge, the amount will be rounded up to the next whole cent.

(D) The Off Peak rate applies to the holidays listed below.

- New Year's Day	January 1
- Martin Luther King Day	
- Valentine's Day	February 14
- St. Patrick's Day	March 17
- Memorial Day	
- Independence Day	July 4
- Labor Day	
- Halloween	October 31
- Veteran's Day	
- Thanksgiving Day	
- Day After Thanksgiving	
- First Day of Hanukkah	
- Christmas Day	December 25

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3. SERVICE OFFERINGS (continued)

3.3 Residential Easy \$ave Service (continued)

3.3.3 Rates

(A) Rate Schedule

Per Minute Peak Rate	Per Minute Off Peak Rate
\$.21	\$.10

(B) Applicable Rate Periods

	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.
7:00 AM	Peak Rate Period						
to							
7:00 PM *	PEAK RATE						
7:00 PM	Off Peak Rate Period						
to							
7:00 AM *	OFF PEAK RATE						

* To, but not including

3.4 Business Easy \$ave Service Business Easy \$ave 800 & 888 Service

3.4.1 General

(A) Business Easy \$ave Service is a calling plan for customer dialed station-to-station intrastate and/or interstate long distance calls. This service is designed for business customers.

(B) Business Easy \$ave 800 & 888 Service is a Wide Area Termination Service (WATS) allowing the originating party to place toll free intrastate and/or interstate calls. The customer is assigned a ten digit "800" or "888" number and all calls to this number are routed to the customer's predetermined local number. This service is designed for business customers.

3.4.2 Application of Charges

Each call is timed with a thirty second initial period and six second increments.

3.4.3 Rates and Charges

	Per Minute Rate	Monthly Rate
Business Easy \$ave Service	\$.16	\$.00
Business Easy \$ave 800 & 888 Service	\$.16	\$10.00

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3. SERVICE OFFERINGS (continued)

3.5 Business Affiliation Program

3.5.1 General

- (A) CTLD Business Affiliation Program (BAP) offers discounts on certain CTLD services to members of trade associations that represent business entities or individuals within an industry, professional or business classification and to members of commercial organizations with affiliated franchisees, independent agents, independent distributors or other multiple commercial representatives, entities that are members of a buying group not organized only for the purpose of qualifying for the discounts provided for herein (e.g., a group organized for the purpose of buying goods and/or services at a discount), non-profit entities affiliated with a non-profit organization (e.g., the non-profit chapters, agencies, administrative offices or organizations affiliated with non-profit charitable, religious, educational, scientific and literary organizations), or a group consisting of business entities or individuals engaged in business in common (e.g., an entity providing a reservation system and its users, an entity and its independent dealerships, a service entity and the businesses to which it provides service under contract or an entity and its suppliers). The group must agree that within 12 months of the date the BAP discount is made available to the groups members, its members will meet the criteria specified below and therefore remain in compliance with the criteria. If the group's members fail to meet the criteria within the 12 month period, the group will no longer be eligible to participate in the BAP.
- (B) In order to qualify for BAP, the members of a participating group as defined above who have subscribed to BAP through the group, must have aggregate billing (net of taxes, promotional credits and surcharges) of at least \$2,000 per month attributable to Business Easy Save Service and Business Easy Save 800 & 888 Service.

3.5.2 Rates

An additional discount of ten percent (10%) will be given off the Business Easy Save Service/Business Easy Save 800 & 888 Service rates as defined in Section 3.4.3 to qualifying participating members of a designated organization.

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3. SERVICE OFFERINGS (continued)

3.6 Business Option 2000

3.6.1 General

- (A) Business Option 2000 service is a calling plan designed for business service customers. This service has several different options available depending on monthly usage and term of commitment.
- (B) When a customer commits to a minimum annual usage amount, the revenue from all usage based services provided by the carrier will apply.

3.6.2 Application of Charges

- (A) Each call is timed with a thirty second initial period and six second increments.
- (B) There are three options available for customers to choose from depending on the expected usage.

	<u>Term Commitment</u>	<u>Usage Commitment</u>
Plan 1	none	none
Plan 2	one year	\$1,200/year
Plan 3	one year	\$6,000/year

- (C) Customers either terminating service prior to the expiration of their service term or failing to meet their annual commitment amount will be assessed any remaining charges.
- (D) All annual usage commitments will be based on twelve (12) full month billing periods.
- (E) The time of day at the calling party rate center determines whether Peak or Off Peak rates apply.
- (F) When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the resultant charges are totaled to obtain the total message charge. If a calculation results in a fractional charge, the amount will be rounded up to the next whole cent.
- (G) The Off Peak rate applies to the following holidays.
 - New Year's Day January 1
 - Independence Day July 4
 - Labor Day
 - Thanksgiving Day
 - Christmas Day December 25
- (H) The Carrier will waive any non-recurring charges for this service until June 30, 1997.

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3. SERVICE OFFERINGS (continued)

3.6 Business Option 2000 (continued)

3.6.3 Rates and Charges

(A) Rates Schedule

	Non-recurring Charge	1+ USAGE Per Minute Peak Rate	Per Minute Off Peak Rate	800/888 USAGE Per Minute Peak Rate	Per Minute Off Peak Rate
Plan 1	\$100.00	\$0.149	\$0.134	\$0.159	\$0.144
Plan 2	\$100.00	\$0.139	\$0.125	\$0.149	\$0.135
Plan 3	\$100.00	\$0.129	\$0.116	\$0.139	\$0.126

(B) Applicable Rate Periods

	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.
8:00 AM	Peak Rate Period						
to							
5:00 PM *	PEAK RATE						
5:00 PM	Off Peak Rate Period						
to							
8:00 AM *	OFF PEAK RATE						

* To, but not including

3.7 Priority Service Priority 800 & 888 Service

3.7.1 General

- Priority Service is a calling plan for customer dialed station-to-station Intrastate and/or Interstate long distance calls.
- Priority 800 & 888 Service is a Wide Area Termination Service (WATS) allowing the originating party to place toll free Intrastate and/or Interstate calls. The customer is assigned a ten digit "800" or "888" number and all calls to this number are routed to the customer's predetermined local number.
- The initial service period is one month. Customers who retain service for less than one month will be billed the minimum or fixed monthly rate. After the initial service period, the minimum fixed monthly rate will be prorated for a partial month's service.
- Depending upon the option selected, a customer may use up to the initial block of time of toll calling per account for a fixed monthly rate. In the same billing period, usage which exceeds the initial block of time will be billed at the appropriate additional minute of use charge.
- Customers may select either Priority Service or Priority 800 & 888 Service, or both services combined.

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3. SERVICE OFFERINGS (continued)

3.7 Priority Service (continued) Priority 800 & 888 Service (continued)

3.7.2 Application of Charges

(A) Total minutes of use for each service selected are accumulated for the billing period in minutes and seconds for all lines in an account. Each call is timed with a thirty second initial period and six second increments. The billing period minutes and seconds are converted to minutes and rounded to the next whole minute.

(B) The fixed monthly rate in 3.7.3 following is billed in advance. Additional usage, in excess of the minimum, is billed on a per minute of use basis.

3.7.3 Rates

	Priority ONLY Monthly Rate	Priority 800 & 888 ONLY Monthly Rate	Combined Services Monthly Rate	Rate Per Minute
(1) Option 1: 120 min. (2 Hrs) minimum, per acct Each additional minute of use	\$22.20	\$32.20	\$32.20	\$0.185
(2) Option 2: 360 min. (6 Hrs) minimum, per acct Each additional minute of use	\$64.80	\$74.80	\$74.80	\$0.180
(3) Option 3: 600 min. (10 Hrs) minimum, per acct Each additional minute of use	\$105.00	\$115.00	\$115.00	\$0.175
(4) Option 4: 1200 min. (20 Hrs) minimum, per acct Each additional minute of use	\$204.00	\$214.00	\$214.00	\$0.170
(5) Option 5: 2400 min. (40 Hrs) minimum, per acct Each additional minute of use	\$384.00	\$394.00	\$394.00	\$0.160
(6) Option 6: 4800 min. (80 Hrs) minimum, per acct Each additional minute of use	\$720.00	\$730.00	\$730.00	\$0.150
(7) Option 7: 9600 min. (160 Hrs) minimum, per acct Each additional minute of use	\$1344.00	\$1354.00	\$1354.00	\$0.140

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4. OTHER FEATURES AND SERVICES

4.1 Operator Services

4.1.1 General

A service charge is applicable to Customer Dialed Calling Card Station, Operator Station, Person-to-Person and Real Time Rated calls. This charge is in addition to the initial period and additional increment charges applicable to a call.

A surcharge applies to Operator Station and Person-to-Person calls (as specified in para. 4.1.3 (A) in which the customer has the capability to dial the number, but has the operator dial instead.

- (A) Dial Station-to-Station rates apply when the customer dials the desired telephone number without the assistance of an operator and the call is billed to the originating number.
- (B) Operator Station rates apply to Station-to-Station telephone communication where the completion of the call or a request for any information or assistance relating to billing or charges for such call requires the assistance of an operator, except for operator services used in connection with dial type telephone communication as noted preceding. Operator Station-to-Station calls include Station-to-Station calls placed from a public telephone.

Operator Dialed Surcharge - A surcharge applies to Operator Station Calls in which the customer has the capacity to dial the number, but has the operator dial instead as provided for in para. 4.1.3 (A). The surcharge does not apply to:

- (1) Calls where a customer cannot otherwise dial the call, due to defective equipment or trouble on the Telecommunications Networks.
- (2) Calls in which a Carrier operator places a call for a calling party who is identified as being visually or physically impaired and unable to dial the call because of his/her impairment.
- (3) Calling Card Calls.
- (C) Person-to-Person rates apply where the person originating the call specifies to the operator a particular person to be reached, a particular mobile station to be reached through a Miscellaneous Common Carrier attendant, or a particular station, department, or office to be reached through a PBX or Centrex attendant.

After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

The Person-to-Person rates also apply when the calling party requests an operator to make arrangements with a called party to establish a call at a specified time or to arrange for messenger service.

- (1) Operator Dialed Surcharge - A surcharge applies to Person-to-Person calls as provided for in para. 4.1.3 (A).

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4. OTHER FEATURES AND SERVICES (continued)

4.1 Operator Services (continued)

4.1.1 General (continued)

(D) Customer Dialed Calling Card Station rates apply when the customer originating the call:

- (1) Customer Dialed Automatic - Dials the telephone number desired and completes the call without the assistance of an operator and the call is billed to a Calling Card, or dials the operator who places a call for a calling party identified as being visually or physically impaired and unable to dial the call because of the impairment, or
- (2) Customer Dialed & Operator Assisted - Dials the telephone number desired and operator assistance is limited to recording the Calling Card number for billing purposes.
- (3) Customer Dialed - Operator Must Assist - Dials the desired telephone number and the local exchange Operator Services equipment capability precludes the Customer from completing the call without the assistance of a Company Operator and the call is billed to the Customer's Calling Card.

(E) Real Time Rated - Operator Station/Person-to-Person

Real Time Rated rates apply to the following calls:

- (1) Calls originated and paid for at public or semi-public telephones.
- (2) Calls for which the Company furnishes time and/or charges.
- (3) Operator Dialed Surcharge.

(F) On Station-to-Station calls, the timing of the call begins when the connection is made between the calling and called stations.

(G) On Person-to-Person calls, the timing of the call begins when the connection is made between the calling person and the particular person, department or extension specified.

(H) Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network or by the operator.

(I) Maximum rates for Operator Services will not exceed AT&T's current rates for Operator Services.

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4. OTHER FEATURES AND SERVICES (continued)

4.1 Operator Services (continued)

4.1.2 Application of Service Charges and Surcharges

TYPE OF CALL	OPERATOR SERVICE CHARGE	OPERATOR DIALED SURCHARGE
Dialed Station (customer dialed 1+)	No	No
Customer Dialed Calling Card Station (0+)	Yes	No
Operator Station (customer dialed 0+) collect, billed to third number	Yes	No
Operator Station (operator dialed 0-) collect, billed to third number sent paid	Yes	Yes
Operator Station (operator dialed 0-) billed to a calling card	Yes	Yes
Person-to-Person (customer dialed 0+) collect, billed to third number, calling card, sent paid	Yes	No
Person-to-Person (operator dialed 0-) collect, billed to third number, sent paid	Yes	Yes
Person-to-Person (operator dialed 0-) billed to a calling card	Yes	Yes
Real Time Rated (customer dialed 0+) coin paid, time and charges	Yes	No
Real Time Rated (operator dialed 0-) coin paid, time and charges	Yes	Yes

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4. OTHER FEATURES AND SERVICES (continued)

4.1 Operator Services (continued)

4.1.3 Rates

(A) The following charges apply in addition to any usage charges found in Section 3.

	Current Charge Per Call
(1) STATION	
(a) Customer Dialed Calling Card	
-Customer Dialed/Automated	\$.80
-Customer Dialed and Operator Assisted	\$2.25
-Customer Dialed-Operator Must Assist	\$.80
(b) All Other Operator Assisted*	\$2.25
(2) PERSON	
(a) All Calls Operator Assisted	\$4.90
(3) OPERATOR DIALED SURCHARGE	\$1.15

*Includes Real Time Rated Calls

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4. OTHER FEATURES AND SERVICES (continued)

4.2 Long Distance Directory Assistance Service

4.2.1 General

- (A) Long Distance Directory Assistance Service, as provided by the Carrier, consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau.
- (B) Directory Assistance personnel cannot complete calls to requested telephone numbers.

4.2.2 Exemption

Directory Assistance charges do not apply to inquiries received from Public or Semipublic telephones nor to service furnished to the visually or physically impaired. For the purpose of this Tariff, a visually or physically impaired person is one who is unable to use the telephone directory.

4.2.3 Credit Allowance

A credit allowance will be given for calls to Long Distance Directory Assistance when:

- (A) The customer experiences poor transmission or is cut off during the call,
- (B) The customer is given an incorrect telephone number, or
- (C) The customer inadvertently misdials (e.g., the caller dialed 315/555-1212 when they intended to dial 316/555-1212).

To receive the credit allowance, the customer must notify the carrier of the problem experienced.

4.2.4 Rates

The charge for each call to directory assistance is \$.75. The directory assistance charge applies whether or not the Directory Assistance Bureau furnishes the requested telephone number(s), e.g., when the requested telephone number(s) is unlisted, nonpublished or no record can be found. The maximum charge for each call to directory assistance is \$1.50.

4.3 Account Code Service

4.3.1 General

- (A) Account Code Service is an optional feature for customer dialed station-to-station intrastate and/or interstate long distance calls.
- (B) With Account Code Service specific code numbers are assigned by the Carrier to designated access lines of the customer. Unless the specific code numbers are entered when making a call from an access line equipped for this service, the long distance call will be blocked.
- (C) The initial service period is one month. Customers who retain service for less than one month will be billed the full monthly service charge in addition to any usage billed at the appropriate per minute rate.

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4. OTHER FEATURES AND SERVICES (continued)

4.3 Account Code Service (continued)

4.3.2 Application of Charges

Each call is timed with a thirty second initial period and six second increments. Total minutes of use are accumulated at each billing period for all lines in an account to determine the appropriate rate per minute.

4.3.3 Rates and Options

(1) Monthly and One-Time Service Charges

Monthly Service Charge (per billing account per month) \$25.00

One-Time Charge to add, move, change or reassign
codes, per order \$10.00

4.4 Prepaid Card Service

4.4.1 General

- (A) Prepaid Card Service provides an outbound voice grade communications service for calls charged to the Carrier's Prepaid Card. The Carrier offers intrastate calling in conjunction with interstate calling for customers who purchase a Prepaid Card. Customers access the service by dialing a carrier-specified access code.
- (B) Prepaid Card Service permits customers to place calls charged to Prepaid Cards issued by the Carrier. A flat per-minute (unit) cost of a call will be deducted on a real-time basis each time the card is used until the full amount of the card is exhausted. Each fractional minute will be rounded up to the next minute. All calls must be charged against a Prepaid Card that has a sufficient available balance. Customers are notified of their remaining card balance each time a call is placed and are notified during a call when the balance is about to be depleted. Calls in progress will be terminated if the balance on the prepaid card is insufficient to cover the charges associated with the call.
- (C) Prepaid Card Service can be accessed through touchtone telephones only.
- (D) Each card will have an expiration date printed on the card which is approximately twelve months from the date on which the card is issued.
- (E) Prepaid Card Service is available twenty-four hours a day, seven days a week. Card availability is limited and shall be handled on a first come, first served basis.
- (F) Prepaid Cards may be purchased in any dollar amount or unit increment, subject to availability.

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Concord Telephone Long Distance Co.
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4. OTHER FEATURES AND SERVICES (continued)

4.4 Prepaid Card Service (continued)

4.4.1 General (continued)

- (G) The following types of calls may not be completed with the Carrier's Prepaid Card Service:

Calls to 700, 800, 888, and 900 numbers
All Operator Services calls
Busy Line Verification and Interrupt Services
Calls requiring the quotation of time and charges
Conference Calls

- (H) The customer may cancel or discontinue service at any time by choosing not to use the Prepaid Card. The Carrier will not issue refunds for unused amounts remaining on the Prepaid Card.

- (I) The Carrier reserves the right to recall all unused Prepaid Cards and refund to customers any remaining balances on the recalled cards.

4.4.2 Product Descriptions

(A) Standard Prepaid Card Service

The Standard Prepaid Card provides non-renewable Prepaid Card Service for short-term use. This card is designed for individuals who will be using the card for domestic calling. Calls are measured and consumed on a per-unit basis. A unit is equal to one minute.

(B) Prepaid Collector Series and Promotional Card Service

Prepaid Collector Series and Promotional Card Service offers the Carrier's Collector and Promotional Series of Prepaid Cards, depicting famous persons, places or events. The value of the tele-communications service will be indicated on the card. Calls are measured and consumed on a per-unit basis. A unit is equal to one minute. The card will state the number of units the consumer is purchasing.

4.4.3 Rates

	<u>Per Unit Charge¹</u>
(A) Standard Prepaid Card Service	\$.35
(B) Prepaid Collector Series and Promotional Card Service	\$.35

NOTE 1: Rate includes all applicable federal and/or state taxes.

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**Concord Telephone Long Distance Co.
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4. OTHER FEATURES AND SERVICES (continued)

4.5 Calling Card

4.5.1 General

- (A) The Carrier's Calling Card Service, an 800 number based calling card service, permits customers which have arranged for a Company-issued calling card to make calling card calls throughout the state. The rates for this service are provided for in Section 4.5.2, herein.
- (B) Each fractional minute will be rounded up to the next minute for billing purposes.
- (C) The customer assumes complete liability for the card in the event it is lost, stolen, or if unauthorized use of the card has occurred.
- (D) Calls requiring or requesting Operator Completion, dialing instructions, information or directory assistance may be completed with the Calling Card. The rates for these calls are provided for in Section 4.5.2 (B) herein.
- (E) Conference Calling calls can be completed with the Calling Card. The use of the Conference Calling feature requires the use of the operator. The rates for Conference Calling calls are provided for in Section 4.5.2 (B) herein.

4.5.2 Rates and Charges

(A) Rates

Per Minute Rate
\$.25 ⁽¹⁾

- (1) In addition to the charge listed above, a surcharge of \$0.35 is assessed for each call made with the Concord Telephone Long Distance Co. Calling Card.

(B) Calling Card Special Calls/Features

Operator Call Completion	\$0.75 per call
Dialing Instructions	\$0.75 per call
Information	\$0.30 per minute
Directory Assistance	\$0.90 per call
Directory Assistance Call Completion	\$0.75 per call
Operator Assistance for Conference Calling per Leg	\$1.25 per call
Conference Calling per Leg	\$0.25 per minute

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Concord Telephone Long Distance Co.
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4. OTHER FEATURES AND SERVICES (continued)

4.5 Calling Card (continued)

4.6 Conference Calling

4.6.1 General

Conference Calling provides users with multiple, simultaneous voice connections between three or more stations. This function, referred to herein as a conference call, is provided by a teleconferencing bridging system. A separate teleconferencing system bridge port is required for each station participating in the conference. Conference calls may be arranged with as little as 15 minutes notice and may be scheduled and completed seven days a week, 24 hours per day.

4.6.2 Types of Conference Calls

(A) 800 Meet Me Service - Attended

This provides the customer with a toll-free 800 conference telephone number when they make their conference call reservation. At the scheduled date and time, each participant dials in to the conference using this number. A Conference Coordinator will greet and connect each participant, provide a roll call, announce late arrivals or early departures and be available to provide assistance or deliver additional services.

(B) 800 Meet Me Service - Unattended

This provides the customer with a toll-free 800 conference telephone number when they make their conference call reservation. At the scheduled date and time, each participant dials in to the conference using this number. Tones will be used to indicate entrances to/exits from the conference once it is underway.

(C) Dial Out

At the scheduled date and time for the conference, a Conference Coordinator calls each participant and places them into the conference. The Conference Coordinator will also provide a roll call, announce late arrivals or early departures and be available to provide assistance or deliver additional services. Tones may be used instead of announcements to indicate entrances to/exits from the conference once it is underway.

4.6.3 Application of Charge

(A) Conference call usage charges are calculated on a flat rate per minute per station basis. All conference charges are billed to the customer who has arranged the call.

(B) Charges are based on actual (versus reserved) usage. Billing for each station begins when connected to the bridge. Billing ends when the station is disconnected. Usage minutes are totaled into call type categories for rating and invoicing purposes. Rating is rounded to the next nearest whole minute within each call type category.

(C) Feature Charges: Some call services, such as taping and polling, result in additional charges.

(D) Overbooking Charges: Applied in cases of excess overbooking (reserving more lines than are used). The charge is incurred when the number of lines reserved exceeds the number of lines used by ten or more. Actual charges are dependent upon the level of overbooking.

(E) Non-Cancellation Charges: A charge applied to conference reservations that are not canceled within two hours of the scheduled start time.

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4. OTHER FEATURES AND SERVICES (continued)

4.6 Conference Calling (continued)

4.6.4 Standard Features and Services

- (A) Call Screening: The Conference Coordinator denies access to any participant unable to provide the name of the conference chairperson.
- (B) Roll Call: The Conference Coordinator conducts a roll call of participants at the beginning of the conference call.
- (C) Announcements: Late arrivals to and early departures are announced by the Conference Coordinator.
- (D) Assistance on Demand: Any participant can access their Conference Coordinator at any time during the conference call to obtain assistance, connect additional participants, deliver Optional Features or resolve technical difficulties.

4.6.5 Optional Features and Services

- (A) Listen Only/Broadcast Mode: Allows a speaker to "lecture" uninterrupted by other participants during some or all of the conference. Can also be used for panel discussions; selected participants are able to converse while the other participants can listen only. There is no additional charge for this service.
- (B) Executive Subconferencing: A conference call can be split into groups for "break-out" sessions during portions of the call, then reconvened for discussion with all participants. There is no additional charge for this service.
- (C) Question and Answer Sessions: Participants in "listen only" mode can signal that they have a question using their touch-tone keypad. They are placed in queue and can be screened before going on-line with their question. This feature is limited to calls with at least 20 participants. There is no additional charge for this service.
- (D) Automated Polling: Allows participants to respond to pre-established multiple choice questions with their touch-tone telephones. Results are tabulated by the conference system and can be provided by the Conference Coordinator and in printed form. There is a charge per conference and a separate charge per question for this service.
- (E) ConferenceFAX: A broadcast facsimile service used to distribute documents simultaneously to conference participants before, during, or after the conference call. Charge is per participant, per page.
- (F) Password Security: Recommended for highly confidential conferences, each participant must provide, in addition to the conference chairperson's name, a customer-specified password before being allowed to access the call. There is no charge for this service.
- (G) Standing Conferences: A conference can be scheduled to occur at the same time and date for up to a year. There is no charge for this service.

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4. OTHER FEATURES AND SERVICES (continued)

4.6 Conference Calling (continued)

4.6.6 Rates and Charges

(A) Basic Services

	<u>Rate Per Minute</u>
800 Meet Me-Attended	\$0.45
800 Meet Me-Unattended	\$0.40
Dial Out	\$0.45

(B) Standard Features and Services

There are no additional charges for these services.

(C) Optional Features and Services

(1) Automated Polling	<u>Per Conference Call</u> \$75.00
(2) ConferenceFAX	<u>Price per participant per page</u> \$ 0.50
(3) Overbooking	

<u>Overbooked Ports</u>	<u>Charge</u>
10-14	\$25.00
15-19	\$40.00
20-24	\$55.00
25-29	\$70.00
30+	\$85.00

(4) Non-Cancellation Charges

A non-cancellation charge will be applied to conference calls which fail to occur and are not canceled at least two hours prior to their scheduled start time.

Non-Cancellation Charge \$30.00

4.7 Billing Statements

4.7.1 General

Each customer will receive one copy of a paper bill for each billing period at no additional charge.

4.7.2 Rates and Charges

(A) Each additional paper copy bill statement	\$5.00
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5. SPECIAL SERVICES

5.1 Frame Relay Service

5.1.1 General

- (A) Frame Relay Service (FRS) is a "fast packet network" service that permits the two-way transmission of data at speeds from 56 Kbps to 1.544 Mbps using Permanent Virtual Circuits (PVCs).
- (B) PVCs are logical circuits that define a specific path for data sent by the customer to another customer location. These circuits are virtual because they are established in software tables and do not tie up capacity when not in use. This also allows multiple PVCs to be defined over a single access line, thereby providing a single access line the capability to transmit data to multiple destinations.
- (C) In the operation of Frame Relay Service, Customer Premises Equipment (CPE), such as routers, encapsulate data into variable length frames. These frames contain information identifying which PVC in the network should be used to forward the frame to the proper destination. The CPE then sends the frame into the Frame Relay Network. The Frame Relay switch reads identifying information and routes the frame to the proper destination based on a pre-established PVC.
- (D) The statistical multiplexing Frame Relay switches are able to provide shared network resources to end users of this service.
- (E) Frame Relay Service conforms to Consultative Committee for International Telegraph and Telephone (CCITT) and American National Standards Institute (ANSI) standards set forth in technical publications.
- (F) Frame Relay Service, as provided for in this tariff section, is offered for intraState, interExchange use only.
- (G) The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this Tariff.
- (H) The rates and charges set forth for Frame Relay Service provide for the furnishing of service where suitable facilities are available.

5.1.2 Regulations

- (A) Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between end user connections by way of PVCs. Each frame is passed to the Frame Relay Network with an address that specifies the virtual connection.
- (B) Variable frame length capability is useful in communications between synchronous Local Area Networks (LAN) and for transport of synchronous data traffic. Frame Relay is capable of handling the requirements of bursty data sources because of the ability of the service to allocate additional bandwidth when not in use by other sources.

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5. SPECIAL SERVICES (continued)

5.1 Frame Relay Service (continued)

5.1.2 Regulations (continued)

- (C) Frame Relay is provided to the customer in the form of Frame Relay Ports and PVCs. The Frame Relay Access Line forms the local access component, which provides the customer access to the customer's serving central office and primary address associated specifically with the customer. The local access line is provided by the serving LEC.
- (D) The actual throughput of aggregated PVC bandwidths in use at the same time on the same port cannot exceed the port speed.
- (E) Since all PVCs are typically not in use at the same time, it is possible for the total bandwidth of all PVCs associated with one Frame Relay Access Line to exceed the bandwidth of that Frame Relay Access Line. This relationship is referred to as over-subscription and when this occurs, there can be no guarantee that the bandwidth defined for that PVC will be available at any point in time.
- (F) No PVC can have a greater bit rate than the bit rate of the associated Access Line.
- (G) The PVC must be associated with at least one Frame Relay Port. A Frame Relay Port can be associated with multiple PVCs.
- (H) A customer subscribing to a PVC will be referred to as the Controller of the Frame Relay Port. A Customer may request data transmission capability to another customer. Both customers must subscribe to Frame Relay Service. The Carrier will require written permission from both Controllers of Frame Relay Service for this data transmission capability.
- (I) The Frame Relay Port with Access Line, provided by the LEC and the Frame Relay Port and PVC are ordered and billed independently. A request by one customer to discontinue a PVC does not result in the disconnection of the Frame Relay Access Line and Port. Only the Controller of a Frame Relay Access Line may authorize a disconnect of that Frame Relay Port.
- (J) At service subscription, the customer must specify the Committed Information Rate (CIR) and the Burst Rate for each PVC ordered.
- (K) Error correction is the responsibility of the customer's Frame Relay terminal equipment. When the FRS network is congested, customer data that exceeds the CIR ordered at service subscription may be discarded. The FRS nodes will discard frames with errors.

5.1.3 Obligations of the Customer

- (A) The customer's Frame Relay compatible terminal equipment has the responsibility for retransmitting frames which are discarded due to errors or network congestion.

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5. SPECIAL SERVICES (continued)

5.1 Frame Relay Service (continued)

5.1.3 Obligations of the Customer (continued)

- (B) Where Frame Relay Service is available for use in connection with communications systems or equipment provided by a customer or user, the operating characteristics of such systems or equipment shall be such as not to interfere with any services offered by the Carrier. Such use is subject to the further provisions that the equipment provided by the customer or user does not endanger the safety of the Carrier's employees for the public; damage, harm, require change in or alteration of the equipment or other services of the Carrier, interfere with the proper operation of the Carrier's equipment or otherwise injure the public in its use of the Carrier's services. Upon notice from the Carrier that the equipment provided by the customer or user is causing, or is likely to cause, such hazard or interference, the customer shall take such steps as shall be necessary to remove or prevent such hazard or interference.
- (C) The customer, upon request, shall furnish such CPE information as may be required to permit the Carrier to configure and maintain the Frame Relay Service it offers.
- (D) The customer is responsible for the provision and maintenance of all CPE and to ensure that the operating characteristics are provisioned in such a way that the CPE is compatible with and does not interfere with the service offered by the Carrier. The Carrier is not responsible for the installation, operation, or maintenance of any customer provided equipment.
- (E) The customer shall be responsible for obtaining permission for the Company's agents or employees to enter the premises of the customer at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of the service, removing the service components of the Carrier.
- (F) The customer shall be responsible for the payment of a non-recurring Maintenance of Service Charge (MSC) based upon existing rates for time and material. The MSC applies for each repair visit to the customer premises where the service difficulty or trouble results from the use of equipment or service components provided by the customer.

5.1.4 Obligations of the Carrier

- (A) The responsibility of the Carrier shall be limited to furnishing network equipment suitable for Frame Relay Service and to the maintenance and operation of such equipment in a manner proper for such service. Subject to this responsibility, the Carrier shall not be responsible for the throughput of transmission of signals generated by the customer-provided equipment or system, or the quality of, or defects in, such transmission or the reception of signals by such equipment or systems.
- (B) The Carrier shall not be responsible for installation, operation or maintenance of any terminal equipment, data unit or communications system provided by a customer or user. The Carrier is not responsible for adapting Frame Relay Service to the technological requirements of any specific customer equipment.

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5. SPECIAL SERVICES (continued)

5.1 Frame Relay Service (continued)

5.1.4 Obligations of the Carrier (continued)

- (C) The Carrier shall not be responsible to the customer or user if changes in any of the equipment, operations or procedures of the Carrier used in the provision of Frame Relay Service render any facilities provided by the customer or user obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance, provided the Carrier has met any applicable information disclosure requirements otherwise required by law.
- (D) The Carrier undertakes the responsibility to maintain and repair the service which it furnishes. Network equipment installed by the Carrier on the customer's premises shall be and remain the property of the Carrier. The customer or user may not rearrange, disconnect, remove, attempt to repair, remote test, or interface with any network equipment installed by the Carrier without prior written consent by the Carrier.
- (E) The Carrier, by thirty (30) days written notice to the customer, may discontinue the furnishing of Frame Relay Service.
- (F) The Carrier has the service responsibility up to and including the Network Interface.

5.1.5 Optional Payment Plan (OPP)

5.1.5.1 General

- (A) Payment periods of month-to-month, one year, three years, and five years are available at the applicable tariffed rates.
- (B) The customer must designate at order time the payment period described for the OPP.
- (C) The minimum contract period for Frame Relay Service is one month.

5.1.5.2 Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions.

- (A) No credit toward the new payment period will be given for payments due and made under the original OPP arrangement.
- (B) Non-recurring charges will not be reapplied for existing service(s).
- (C) If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a disconnect of the existing OPP service and termination liability charges apply.

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5. SPECIAL SERVICES (continued)

5.1 Frame Relay Service (continued)

5.1.5 Optional Payment Plan (OPP) (continued)

5.1.5.3 Renewal Options

- (A) At the expiration of an OPP period, the Carrier will continue to provide the service at the month-to-month rates unless the customer chooses to renew for the same OPP period, convert to a different OPP period or discontinued service.
- (B) Conversion to a different OPP period will require the customer to submit a change order. Conversion to a different OPP period will be allowed without application of any non-recurring or ordering charges.
- (C) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, only Primary Service Ordering Charge will apply per required order.

5.1.5.4 Notification of Discontinuance

- (A) An Order for Discontinuance of an OPP arrangement must be received by the Carrier at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Carrier receives disconnect notification or until the requested disconnect date, whichever period is longer.

5.1.5.5 Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions.

- (A) The upgraded service will be subject to non-recurring charges.
- (B) Termination liability charges will not apply as long as the upgraded service remains connected at the same point(s) of termination.
- (C) If the upgrade involves establishing a multiplexing arrangement, termination liability charges will not apply if the serving wire center is the same one associated with the customer designated location.

5.1.5.6 Termination Liability

- (A) When an OPP service is discontinued by the customer prior to the end of the period, termination liability charges, as set forth below, will apply based on the remainder of the OPP period in effect at the time of disconnect and is payable in full upon discontinuance of service.
- (B) On Year OPP - 50% of any remaining portion of the first year's recurring charges.

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5. SPECIAL SERVICES (continued)

5.1 Frame Relay Service (continued)

5.1.5 Optional Payment Plan (OPP) (continued)

5.1.5.6 Termination Liability (continued)

- (C) Three to Five Year OPP - 50% of any remaining portion of the first year's recurring charges. In addition, for any remaining portion of the second through fifth years, the customer will be liable for 10% of the total monthly recurring charges in that time period.

5.1.5.7 Rates and Charges

(A) Frame Relay Service Without Access Line (Port Only)

	Monthly Rate	Nonrecurring Charge
56 Kbps		
Month-to-Month	\$90.00	\$125.00
One Year	\$58.50	\$125.00
Three Years	\$52.00	\$125.00
Five Years	\$45.50	\$125.00
1.544 Mbps		
Month-to-Month	\$550.00	\$250.00
One Year	\$455.00	\$250.00
Three Years	\$390.00	\$250.00
Five Years	\$290.00	\$250.00

(B) Additional Frame Relay Permanent Virtual Circuit (PVC), per port, per PVC,

(1) 2 to 10 PVCs	\$10.40	\$10.00
(2) 11 to 20 PVCs	\$10.40	\$10.00
(3) 21 or more PVCs	\$10.40	\$10.00

(C) Committed Information Rate (CIR)

(1) 1 thru 32 Kbps	\$10.40
(2) 33 thru 56 Kbps	\$16.90
(3) 57 thru 64 Kbps	\$18.20
(4) 65 thru 128 Kbps	\$24.70
(5) 129 thru 256 Kbps	\$37.70
(6) 257 thru 384 Kbps	\$53.30
(7) 385 thru 512 Kbps	\$66.30
(8) 513 thru 768 Kbps	\$120.90
(9) 769 Kbps thru 1.536 Mbps	\$182.00